

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Brookfield Equinox LLC
9045 E. Pima Center Parkway, Ste. 3
Scottsdale, AZ 85258

(b) County of Residence of First Listed Plaintiff Maricopa
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Keifer Law Firm, LLC
311 Market Street
Kingston, PA 18704
(57)371-3851

DEFENDANTS

United Bank Card, Inc. d/b/a Harbortouch
2202 N. Irving Street
Allentown, PA 18109

County of Residence of First Listed Defendant Lehigh
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

breach of contract for goods sold

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 183,916.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

06/27/2016

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BROOKFIELD EQUINOX LLC
9045 E. Pima Center Parkway, Ste. 3
Scottsdale, AZ 85258,

Plaintiff,

v.

UNITED BANK CARD, INC. d/b/a
HARBORTOUCH
2202 N. Irving Street
Allentown, PA 18109,

Defendant.

NO. 16-CV- _____

COMPLAINT

Plaintiff, Brookfield Equinox LLC, hereby files the within Complaint against Defendant, United Bank Card, Inc. d/b/a Harbortouch, and in support thereof, avers the following:

I. PARTIES

1. Plaintiff, Brookfield Equinox LLC, is an Arizona limited liability company with its principal place of business located at 9045 E. Pima Center Parkway, Ste. 3, Scottsdale, AZ 85258.

2. Defendant, United Bank Card, Inc. d/b/a Harbortouch, is a Pennsylvania corporation doing business as the fictitiously named Harbortouch, and at all times relevant hereto maintained a principal place of business, at 2202 N. Irving Street, Allentown, PA 18109.

II. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship and the amount in controversy exceeds Seventy-Five Thousand (\$75,000) Dollars, exclusive of interest and costs.

4. This Court has personal jurisdiction over the Defendant because the Defendant has minimum contacts with the Commonwealth of Pennsylvania and the exercise of personal jurisdiction comports with Due Process.

5. The damages suffered by Plaintiff arose as a direct result of the Defendant's activities in the Commonwealth of Pennsylvania and the Defendant's business dealings with the Plaintiff in the Commonwealth of Pennsylvania.

6. The Defendant purposefully availed itself of the laws, protections, and privileges of the Commonwealth of Pennsylvania, and this litigation arises directly out of such contacts, and the exercise of personal jurisdiction comports with fair play and substantial justice.

7. Upon information and belief, the Defendant maintains continuous and systematic contacts with the Commonwealth of Pennsylvania.

8. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this Judicial District.

III. FACTUAL ALLEGATIONS

9. On April 4, 2014, pursuant to a written purchase order submitted by the Defendant, the Defendant purchased from the Plaintiff four thousand four hundred and forty-eight units (4,448) at a price of one hundred and twenty-three dollars (\$123.00) per unit. A true and correct copy of the purchase order is attached hereto as Exhibit "A."

COUNT I **PLAINTIFF V. DEFENDANT** **BREACH OF WRITTEN CONTRACT**

10. Plaintiff incorporates by reference the previous paragraphs in this Complaint as if fully set forth herein.

11. On April 4, 2014, pursuant to a written purchase order submitted by the Defendant, the Defendant purchased from the Plaintiff four thousand four hundred and forty-eight units (4,448) at a price of one hundred and twenty-three dollars (\$123.00) per unit. See Exhibit "A."

12. Defendant received and accepted Plaintiff's goods as described in the Purchase Order. See Exhibit "A."

13. The prices set forth in the Purchase Order are the fair, reasonable market prices and the prices which Defendant agreed to pay.

14. Defendant defaulted by failing to fully pay for the goods.

15. Although demand has been made, Defendant has failed to fully make payment of the amounts due. As a result of the foregoing, there is due and owing from the Defendant to Plaintiff the sum of \$183,916.00. True and correct copies of the Defendant's account statement is attached hereto as Exhibit "B."

WHEREFORE, Plaintiff demands damages of the Defendant, United Bank Card, Inc. d/b/a Harbortouch, in the amount of \$183,916.00, an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000) together with interest and costs.

COUNT II
PLAINTIFF V. DEFENDANT
QUANTUM MERUIT

16. Plaintiff incorporates by reference the previous paragraphs in this Complaint as though the same were set forth fully at length herein.

17. On April 1, 2014, at the request of the Defendant, Plaintiff provided four thousand four hundred and forty-eight units (4,448) at a price of one hundred and twenty-three dollars (\$123.00) per unit to the Defendant.

18. At Defendant's request, the Plaintiff provided Defendant with goods. As a result of Plaintiff's considerable work and effort Defendant was subject to great benefit. These benefits include, but are not limited to:

- a) Financial benefit derived from increased clients;
- b) Professional benefits derived from clients and increased exposure;
- c) Economic benefits derived from increased business;

19. The reasonable value of the goods provided by Plaintiff to the Defendant is \$183,916.00. See Exhibit "B."

20. Defendant has failed to pay the Plaintiff for the goods provided. It would be unjust to allow the Defendant to retain the benefits without paying Plaintiff.

WHEREFORE, Plaintiff demands damages of Defendant in the amount of \$183,916.00.

VERIFICATION OF DAMAGES

The undersigned certifies that the damages recoverable in the matter exceed One Hundred and Fifty Thousand (\$150,000) Dollars, exclusive of interest, costs, and any claim for punitive damages.

Respectfully submitted,

Keifer Law Firm, LLC

By 
Richard W. Keifer III, Esquire
Attorney for Plaintiff
I.D. #84924
311 Market Street
Kingston, PA 18704
(570)371-3851
rkeifer@keiferlaw.com

Dated: 6/27/2016

EXHIBIT "A."

HARBORTOUCH

PURCHASE ORDER

PO# EQN040114A

DATE: 4/1/14

ORDER CONTACT:

NAME: DEBEE MCATEER

SHIPPING INFORMATION:

NAME: LVL
 ADDRESS: 1135 North Plymouth St.
 CITY: Allentown STATE: PA ZIP: 18109
 TELEPHONE NUMBER:
☒ Use Shipping Number on File
☐ Next Day Morning ☐ Next Day ☐ Second Day ☒ Ground

BILLING INFORMATION

Harbortouch
 2202 North Irving Street
 Allentown, PA 18109
 800-201-0461

PURCHASE INFORMATION

DESCRIPTION	PART #	PRICE	QTY	SUBTOTAL
T4220 EMV BLUE PERKWAVE MODEL		\$ 123.00	4,448.00	\$ 547,104.00
50% deposit		\$		\$ 0.00
remaining 50% monthly May - Dec 14		\$		\$ 0.00
		\$		\$ 0.00
		\$		\$ 0.00
		\$		\$ 0.00
SUBTOTAL:				\$ 547,104.00
SHIP CHARGE:				\$
TOTAL:				\$ 547,104.00

VENDOR INFORMATION

NAME: Equinox Payments, LLC
 ADDRESS: 8901 East Raintree Drive, Suite 400
 CITY: Scottsdale STATE: AZ ZIP: 85260
 TELEPHONE NUMBER: 1-480-551-7800

APPROVAL (OFFICE USE ONLY):

APPROVED:



DATE: 04/01/14, Tue, 04:49:32

EXHIBIT "B."

Customer	Document Type	Document Number	External Document No.	Posting Date	Payment Terms	Due Date	Days Past Due	Current	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Days	151+ Days	Balance Due
HARBORTOUCH/UBC	Invoice	420002709	EQN040114A	5/8/2014	PREPAY	5/8/2014	578	-	-	-	-	-	-	8,396.22	8,396.22
HARBORTOUCH/UBC	Invoice	420002888	RMA 140835	6/13/2014	PREPAY	7/13/2014	512	-	-	-	-	-	-	160.00	160.00
HARBORTOUCH/UBC	Invoice	420003065	EQN040114A	7/30/2014	PREPAY	8/29/2014	465	-	-	-	-	-	-	2,000.00	2,000.00
HARBORTOUCH/UBC	Invoice	420003094	EQN040114A	8/4/2014	PREPAY	8/4/2014	490	-	-	-	-	-	-	34,194.00	34,194.00
HARBORTOUCH/UBC	Invoice	420003306	EQN040114A	9/8/2014	PREPAY	9/8/2014	455	-	-	-	-	-	-	34,194.00	34,194.00
HARBORTOUCH/UBC	Invoice	420003486	EQN040114A	10/1/2014	PREPAY	10/1/2014	432	-	-	-	-	-	-	34,194.00	34,194.00
HARBORTOUCH/UBC	Invoice	420003627	EQN040114A	11/3/2014	PREPAY	11/3/2014	399	-	-	-	-	-	-	34,194.00	34,194.00
HARBORTOUCH/UBC	Invoice	420003829	EQN040114A	12/1/2014	PREPAY	12/1/2014	371	-	-	-	-	-	-	34,194.00	34,194.00
HARBORTOUCH/UBC	Invoice	520007638	EQN031714A	4/30/2014	PREPAY	5/30/2014	556	-	-	-	-	-	-	269.78	269.78
HARBORTOUCH/UBC	Invoice	PS0004450	TMSAS 7/15/15-7/14/16	7/27/2015	PREPAY	7/27/2015	133	-	-	-	-	-	2,120.00	-	2,120.00
								-	-	-	-	-	2,120.00	181,796.00	183,916.00